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U.S. DISTRICT COURT  
NORTHERN DIST. OF TX  
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DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

v.

OFF THE AIR II, INC., d/b/a  
NICK'S SPORTS GRILL,

Defendant.

Civil Action No.

3:16-CV-3328-K

CONSENT DECREE

This Consent Decree is made and entered into between the Plaintiff, the Equal Employment Opportunity Commission ("EEOC"), and the Defendant, Off the Air II, Inc., d/b/a Nick's Sports Grill (hereinafter collectively referred to as "the parties").

The EEOC instituted a lawsuit in the United States District Court for the Northern District of Texas, Dallas Division, Civil Action Number 3:16-CV-03328-K against Defendant, alleging that the Defendant violated Title VII of the Civil Rights Act of 1964 ("Title VII") when it terminated Taylor King's employment because of her pregnancy. Defendant has denied the allegations.

The parties hereto desire to compromise and settle the differences embodied in the aforementioned lawsuit, and intend that the terms and conditions be set forth in this Consent Decree.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction to enforce the provisions set forth in this Consent Decree.
2. This Consent Decree resolves all issues, including all like and related issues, raised in EEOC Charge Number 846-2014-23409. This Decree further resolves all issues in the Complaint filed by the Commission. The Commission does not waive processing or litigating charges or cases other than the above-referenced charges and Complaints.
3. Defendant is enjoined from discriminating on the basis of gender with respect to subjecting employees to adverse employment actions because of their pregnancy, and from retaliating in any way against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge, giving testimony, or assisting or participating in any manner in any investigation, proceeding or hearing.
4. Defendant agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board at its restaurant within 10 days after the entry of this Consent Decree. Defendant will report to the EEOC that it has complied with this requirement within 30 days after posting the notice.
5. Within 30 days after entry of this Consent Decree, Defendant agrees to distribute to all employees, on a separate sheet of paper, the specific parts of its employee handbook entitled "Equal Employment Opportunity Employer" (located on page 6) and "Open Door Policy (on p. 10). The footnote regarding "False accusations"

on the bottom of page 10 will be permanently excised from its policy and shall not be included in the handout referenced in this paragraph.

6. For the first two years that this Consent Decree is in effect, Defendant agrees to conduct annual training for all employees (including owner Nick Mehmeti, the General Manager and all supervisors) employed at Defendant's restaurant in Rowlett, Texas, advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees of the complaint procedure for individuals who believe that they are being discriminated against by Nick's Sports Grill. This annual training will also advise employees of the consequences imposed upon Nick's Sports Grill for violating Title VII. The training will also include a specific discussion or instruction relating to the prohibition of discrimination against pregnant employees. The training shall be at least one hour in duration. No less than 10 days before the training is conducted, Defendant agrees to give written notice to the EEOC as to the date and location of the training, the name and qualifications of the person providing the training and the substance of the training. All materials used in conjunction with the training shall be forwarded to the EEOC. Within 20 days following the training, Defendant shall submit to the EEOC confirmation that the training was conducted, and a list of attendees.
7. Defendant agrees to pay Taylor King the gross sum of \$24,000.00 in full and final settlement of the claims asserted in this dispute. The amount of \$16,000.00 represents non-pecuniary compensatory and punitive damages, and \$8,000.00 of

this amount represents back pay, subject to payroll withholdings. A W-2 for the back pay and IRS 1099 for the damages shall be forwarded to Taylor King in the ordinary course of business.

- a. Payments shall be made in equal amounts of \$4,000.00, by check payable to Taylor King, sent by certified mail to Taylor King, c/o Linda Moore, 3505 Augusta Trail, Rockwall, TX 75087, postmarked on or before the first of each month of April, May, June, July, August and September. Where the first of the month falls on a weekend, the payment shall be postmarked on or before the first work day thereafter.
- b. The last two payments (due August 1, 2018 and September 2, 2018) shall represent back wages from which legal deductions will be made.
- c. ACCELERATION CLAUSE: Late payment, or failure to pay, any installment listed in Paragraph 7 shall accelerate the due date for the remaining payments, and the entire settlement sum shall become due and payable immediately. Upon notification by the Charging Party of a payment being overdue, the EEOC will give the Defendant notice by email and Defendant shall have 3 business days in which to cure the failure to pay before proceeding with payment acceleration or enforcement proceedings in federal court.
- d. Defendant shall pay interest at the rate calculated pursuant to 26 U.S.C. § 6621(b) on any late or unpaid amounts; and bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

e. Defendant shall report to the EEOC within 10 days of the last payment in this Decree and no later than September 12, 2018, that all payments in Paragraph 7a have been made.

- 8 As to each informal or formal charge or complaint alleging pregnancy discrimination by any current employee during the pendency of this Consent Decree, Defendant agrees to provide a report to the Dallas District Office of the EEOC, including the identity of the claimant, job title of the claimant, and all facts and circumstances surrounding the complaint, including the date(s) of the alleged unlawful conduct.
9. Defendant shall impose discipline – up to and including termination, suspension without pay or demotion – upon any General Manager or supervisor who is found by reasonable evidence to have engaged in discrimination on the basis of sex, including pregnancy discrimination, or permitted any such conduct to occur in his or her work area or among employees under his or her supervision. Defendant shall communicate this policy to all of their supervisors, including the General Manager.
10. Defendant shall remove from any personnel files relating to Taylor King all documents, entries, and references relating to the matters underlying the issues leading to the underlying Charge of Discrimination and this lawsuit.
11. Defendant shall provide Taylor King with a neutral letter of reference including her dates of employment and positions held.

12. Defendant agrees to report to the EEOC within 30 days of entry of this Consent Decree regarding its compliance with the arrangements set forth in paragraphs 4, 5, 10, and 11 above. All reports to the EEOC required by this Decree shall be sent to Toby W. Costas, Legal Unit, EEOC, 207 S. Houston Street, 3<sup>rd</sup> Floor, Dallas, Texas 75202.
13. The parties agree to bear their own costs associated with this action, including attorney's fees.
14. The Commission has the right to specifically enforce the terms of this Decree. Nothing in this Consent Decree can preclude further actions by the EEOC or any other person to remedy any other alleged violations of Title VII by Defendant.
15. The effective date of this Decree shall be the date upon which it is signed for approval by the Court.
16. The term of this Decree shall be for 3 years from the effective date. The Court shall retain jurisdiction to enforce the terms of this Decree until the expiration of the term of the Consent Decree.

APPROVED AS TO FORM AND CONTENT:



ROBERT A. CANINO

Regional Attorney

Oklahoma State Bar No. 011782



TOBY W. COSTAS

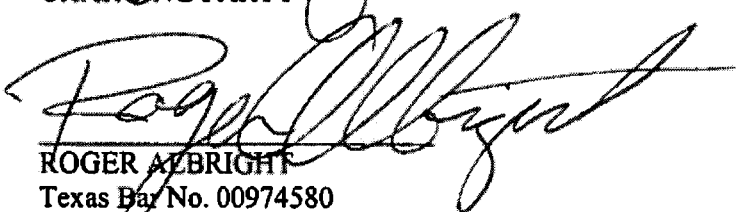
Texas State Bar No. 04855720

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION


Dallas District Office  
207 South Houston Street, 3rd Floor  
Dallas, Texas 75202  
Phone: (214) 253-2760  
Fax: (214) 253-2749

ATTORNEYS FOR PLAINTIFF EEOC

  
TAYLOR KING  
CHARGING PARTY

  
ROGER ALBRIGHT  
Texas Bar No. 00974580  
Sheils Winnubst, P.C.  
1701 N. Collins Blvd., Suite 1100  
Richardson, TX 75080

ATTORNEYS FOR DEFENDANT  
OFF THE AIR II, INC., d/b/a NICK'S SPORTS  
GRILL

  
NICK MEHMETI  
PRESIDENT  
OFF THE AIR II, INC. d/b/a NICK'S SPORTS  
GRILL

*So ordered,  
Signed this*  
~~SO ORDERED, ADJUDGED AND DECREED~~ this 27<sup>th</sup> day of March, 2018.

  
HONORABLE ED KINKEADE  
UNITED STATES DISTRICT JUDGE

**NOTICE AS REQUIRED UNDER TITLE VII  
OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

This NOTICE to all employees of Off the Air II, Inc., d/b/a Nick's Sports Grill is being posted as part of a Consent Decree between Off the Air II, Inc., d/b/a Nick's Sports Grill and the United States Equal Employment Opportunity Commission.

1. Federal Law requires that there be no discrimination against any employee or applicant for employment because of that person's gender (including pregnancy), race, color, religion, national origin, age or disability with respect to hiring, compensation, promotion, discharge or other terms, conditions or privileges of employment.
2. Off the Air II, Inc., d/b/a Nick's Sports Grill strongly supports and will comply with such Federal Law in all aspects and it will not take any action against employees because they have exercised their rights under the law by filing charges with the United States Equal Employment Opportunity Commission.
3. Off the Air II, Inc., d/b/a Nick's Sports Grill will not tolerate pregnancy discrimination, sex-based discrimination and/or retaliation in the workplace. Employees are now put on notice that the first violation of the company's pregnancy discrimination policy will subject an employee found to have violated the policy to disciplinary action.
4. Off the Air II, Inc., d/b/a Nick's Sports Grill agrees to provide a copy of this notice to each current employee and it will report that it has complied with this requirement within 14 days after it has made the distribution. Off the Air II, Inc., d/b/a Nick's Sports Grill also agrees to provide a copy of this notice to all new employees at the time of hire.
5. Employees may report violations of the company's pregnancy discrimination policy to Nick Mehmeti, (972) 591-7412 and/or the Dallas District Office of the United States Equal Employment Opportunity Commission, 207 South Houston Street, Third Floor, Dallas, Texas 75202 (214) 253-2700.
6. This NOTICE will remain posted until April 1, 2021 as provided in the Consent Decree.

Attachment "A"

Consent Decree  
3:16-CV-03328-K